

ANNEX III**SPECIFIC PROVISIONS****MARIE CURIE INTERNATIONAL INCOMING FELLOWSHIP
FOR CAREER DEVELOPMENT
RETURN PHASE****III. 1 – Definitions**

In addition to the definitions in Article II.1, the following definitions apply to this *grant agreement*:

1. **Agreement**: means the written agreement concluded between the beneficiary and the researcher, pursuant to Article III.3.
2. **Parental leave**: means the period of leave related to a maternity or a paternity to be taken by the researcher under the law referred to in Article III.3.1.c).
3. **Researcher**: means the researcher named in Annex I to this grant agreement and appointed by beneficiary to benefit from the research activities of the project.
4. **Research activities**: means the transfer of knowledge activities associated with the researcher selected under the project as described in Annex I.
5. **Work Programme**: means the annual programme adopted by the Commission for the implementation of the People Specific Programme (2007-2013) and providing for the call for proposals to which the proposal subject of this grant agreement was submitted.

PART A: IMPLEMENTATION OF THE PROJECT**SECTION 1 – IMPLEMENTATION AND DELIVRABLES****III. 2 – Performance obligations**

In addition to the obligations identified in Article II.2, the *beneficiary* shall:

- a) conclude an agreement with the researcher pursuant to Article III.3, the scientist indicated in Annex I being in charge of supervising the research activities during the entire duration of the project;
- b) ensure that the researcher is at any place of the implementation of the research activities covered under a social security scheme providing protection at least equivalent to those of local researchers holding a similar position;
- c) ensure that the researcher enjoys, at any place of the implementation of the research activities the same standards of safety and occupational health as those awarded to local researchers holding a similar position;
- d) execute, by the due dates, in accordance with the agreement provided for in Article III.3, all the payments for which it is responsible;

- e) ensure that the reports have been approved by the researcher and the scientist in charge indicated in Annex I before the electronic submission of the reports to the Research Executive Agency (REA), in accordance with Article II.3.4;
- f) provide, throughout the duration of the grant agreement, the means, including the infrastructure, equipment and products, for implementing the project in the scientific and technical fields concerned and make these means available to the researcher, as necessary;
- g) provide reasonable assistance to the researcher in all administrative procedures required by the relevant authorities of the country of the beneficiary;
- h) take measures to ensure that the researcher completes the evaluation questionnaires, provided by the Research Executive Agency (REA), at the end of the project;
- i) contact the researcher two years after the end of the project in order to invite him/her to complete the follow-up questionnaires, provided by the REA;
- j) record and update, for at least three years after the end of the project, the contact details of the researcher;
- k) transmit to the REA the completed questionnaires mentioned in point h) and i) of this Article as well as the information mentioned in point j) of this Article upon request;
- l) inform the REA of any event which might affect the implementation of the project and the rights of the Union and of any circumstance affecting the conditions of participation referred to in the Rules for Participation, the Financial Regulation and any requirements of the grant agreement, including:
 - any change of control;
 - any significant modification relating to the agreement;
 - any modification relating to the information having served as a basis for the selection of the researcher;
 - parental leave at the request of the researcher and its consequences pursuant to the applicable national law under Article III.3.1.c), in particular its duration, its financial implications and the legal and contractual obligations of the beneficiary during this period;
 - any period of stay away from the beneficiary's premises for the purpose of executing the project which exceeds one month. The total length of all stays away may not exceed 30% of the duration of the project, unless already foreseen in Annex I of the grant agreement.

III. 3 - The *beneficiary's* relationship with the *researcher*

1. The agreement shall determine, in accordance with the grant agreement, the conditions for implementing the research activities and the respective rights and obligations of the researcher and the beneficiary under the project.

The grant agreement including any possible amendment shall be annexed to the agreement. The agreement must be kept by the beneficiary for the purposes of audit for the period mentioned in Article II.20.3.

If foreseen by Article 2 of the grant agreement the beneficiary shall notify the REA of the start date of the project by electronic means.

Within 20 days of either the appointment of the researcher or the start date of the project or the entry into force of the grant agreement, whichever ever comes later, the beneficiary shall submit, by electronic means, a declaration on the conformity of the agreement with the grant agreement following the layout and procedures that will be communicated by the REA.

The agreement shall specify in particular:

- a) the name of the scientist in charge of supervising the researcher training activities indicated in Annex I;
- b) the amounts paid by the beneficiary to the researcher for the purpose of the researcher activities ;
- c) the law applicable to the agreement;
- d) the social security coverage provided to the researcher, in conformity with Article III.2.b);
- e) the provisions for annual and sickness leave according to the internal rules of the beneficiary;
- f) the description and the timetable for the implementation of the research activities, in case that those activities are split in several separate periods;
- g) the total duration of the agreement, the nature and the date of the appointment of the researcher in terms of status, provided that the requirements set forth in Article III.2.b) and c) and that the working conditions are comparable to those awarded to local researchers holding a similar position;
- h) the location(s) where the research activities will take place, as referred to in Annex I;
- i) that the researcher shall inform the beneficiary as soon as possible of circumstances likely to have an effect on the performance of the grant agreement, such as:
 - any modification relating to the agreement;
 - any modification relating to the information having served as a basis for the award of the Marie Curie International Incoming Fellowship;
 - a pregnancy or a sickness that may directly have an effect on the implementation of the project;

- j) the arrangements between the beneficiary and the researcher during the research training activities and beyond relating to intellectual property, in particular the access to background, the use of foreground, publicity and confidentiality provided that they are compatible with the provisions foreseen in Articles II. 8, II.11, II.24-II.30 and Articles III.6, III.7, III.10 and III.11;
- k) that the researcher shall commit him/herself to complete, sign and transmit to the beneficiary the evaluation and follow up questionnaires referred to in points g) and h) of Article III.2;
- l) that the researcher shall commit him/herself to keep the beneficiary informed for three years following the end of the project of any change in his/her contact details;
- m) that the researcher will acknowledge the support of the Union under a Marie Curie International Incoming Fellowship in any related publications or other media in accordance with Article III.7.
- n) that the *researcher* has been made aware of the eligibility criteria he/she has to fulfil at the time of selection in order to be eligible under the *project*.

III. 4 – Suspension of the *project* and change of the time dedicated to the *project*

1. In addition to the provisions of Article II.7.2 the beneficiary can propose to suspend part, or all, of the project due to personal, family (including parental leave) or professional reasons of the researcher not foreseen in Annex I. When such a suspension request does not exceed by 30% the duration of the project indicated in Article 2 of the grant agreement, a failure to respond by the REA within 45 days from the date of receipt by the REA of the suspension request by registered letter constitutes approval of the request. The request of suspension by the beneficiary must be accompanied by the necessary justifications.
2. In the event of suspension of the research activity agreed by the REA during the implementation of the project, the reporting period(s) as laid down in Article 3 in which the suspension starts, shall be automatically deferred for the length of the duration of the suspension and proportionally adjusted.
3. In the event of a change of status concerning the time dedicated to the project by the researcher (from/to a full-time position to/from a part-time position or change in the percentage of part-time) agreed by the REA during the implementation of the project, the reporting period(s) as laid down in Article 3 in which the change of status takes place, shall be automatically deferred or anticipated in proportion.

III. 5 – Reports and deliverables

In addition to the provisions of Article 3 and of Article II.3, for reporting periods of more than 18 months, the *beneficiary* shall submit, within 60 days after the mid-term of the concerned reporting period, a scientific mid-term review report to assess the progress of the *research activities*.

The scientific mid-term review report and final activity reports shall be signed by the scientist in charge indicated in Annex I and by the *researcher*.

III. 6 – Confidentiality

The *beneficiary* shall ensure that the *researcher* has the same rights and complies with the obligations as the *beneficiary*, as referred to in Article II.8.

III. 7 – Publicity

The *beneficiary* shall ensure that the *researcher* has the same rights and complies with the obligations as the *beneficiary*, as referred to in Article II.11.

SECTION 2 – TERMINATION OF THE GRANT AGREEMENT AND RESPONSIBILITY

III. 8 – Termination of the grant agreement

In addition to the circumstances provided for in Article II.33, the *REA* may terminate the *grant agreement* in the following circumstances:

- a) when the researcher for any reason is no longer in a position to continue working under the project,
- b) when the agreement between the beneficiary and the researcher is terminated due to non-compliance in respect to their obligations under the agreement,
- c) when the researcher has made false declarations for which (s)he may be held responsible, or has deliberately withheld material information in order to obtain the financial contribution of the Union or any other advantage provided for by the grant agreement.

PART B – FINANCIAL PROVISIONS

III. 9 – The financial contribution of the *Union*

The financial contribution of the *Union* consists of a flat rate per *researcher-year* managed by the *beneficiary* for the expenses related to the reintegration of the *researcher* according to the reference rates established in the *Work Programme* and set out in Annex I.

PART C – INTELLECTUAL PROPERTY RIGHTS

III. 10 – Access rights

In addition to the provisions of Articles II.29 and II.30, the *beneficiary* shall ensure that the *researcher* enjoys, on a royalty-free basis, *access rights* to the *background* and to the *foreground*, if that *background* or *foreground* is needed for his/her *research activities* under the *project*.

III. 11 – Incompatible or restrictive commitments

The *beneficiary* shall inform, as soon as possible, the *researcher* of any restriction which might substantially affect the granting of *access rights*, as the case may be.